

## **ARTICLE 6**

### **MSEA SECURITY**

During negotiations the parties acknowledged that federal and constitutional law requirements regarding union security provisions are unsettled. The parties understand and agree that the provisions set forth in Article 6 shall only be applied in accordance with current law.

A Bargaining Unit employee shall either become a member of MSEA or comply with Subsection C below.

To the extent permitted by the Rules of the Michigan Civil Service Commission and Regulations of the Department of Civil Service, it is agreed that:

#### **A. Dues Deduction.**

Upon receipt of a completed and signed individual authorization form from any of its employees covered by this Agreement, currently being provided by MSEA and approved by the Employer, the Employer will deduct from the pay due such employees those dues required as the employee's membership in the MSEA.

Such authorizations shall be effective only as to membership dues becoming due after the delivery date of such authorization to the personnel office of the employee's Appointing Authority. New individual authorizations will be submitted on or before the 9th day of any pay period for deduction the following pay period. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for Federal Social Security (F.I.C.A.); individually authorized deferred compensation; Federal Income Tax; State Income Tax; local or city income tax; other legally required deductions; individually authorized participation in state programs and enrolled employees' share of insurance premiums. However, employees may not avoid the obligations of this Article through the use of voluntary payroll authorizations described above. The amount of membership dues deductions shall be as certified to the Employer in writing by the authorized representative of MSEA.

Such authorizations of employees transferred from one Agency or Department to another and within these Bargaining Units shall automatically remain in effect. Employees promoted or transferred out of a Bargaining Unit covered by this Agreement shall not automatically remain on payroll deduction, except as provided by the Civil Service Rules and Regulations. Employees recalled from layoff including employees recalled from seasonal layoff or returning from leaves of absence shall resume payroll deduction of dues or representation fees, commencing the first pay period of work.

An employee who is restored to employment pursuant to a "make whole" (or full back pay and benefits) arbitration award, court judgment, or grievance settlement shall be liable for the dues or fees arising from the period to which the award, judgment or

settlement applies, and the amount of such dues or fees shall be deducted from the "make whole" amount otherwise due.

Such dues deduction authorization may be revoked at any time by the employee furnishing written notice of such revocation to the personnel office of the employee's Appointing Authority.

#### **B. Representation Fee Deductions.**

An employee who avails him or herself of the opportunity to voluntarily terminate membership in MSEA, and an employee who has not submitted a valid individual voluntary Membership Authorization Card to the Employer or who does not produce satisfactory evidence of MSEA membership shall, within thirty (30) days following the effective date of this Agreement or effective date of membership termination, as a condition of continuing employment, tender to MSEA a representation service fee in an amount not to exceed regular biweekly dues uniformly assessed against all members of MSEA, in accordance with the applicable provisions of the Civil Service Rules and Regulations. Such obligation shall be fulfilled by the employee signing, dating, and submitting to the Employer the "Authorization for Deduction of Representation Service Fee" form provided in Appendix D of this Agreement; Provided, that nothing in this Agreement shall obligate an employee to continue membership in MSEA or to tender to MSEA the required service fee without the opportunity to terminate such membership at any time; and provided further that this Section shall not take effect until MSEA notifies the Employer in writing of the amount of this representation fee. Such notification may be made on or after the effective date of the Agreement.

#### **C. Compliance Procedure.**

The Employer shall automatically deduct from an employee's pay check and tender to the Union a representation service fee as provided in Section B after the following:

1. The Employer has furnished to MSEA Central Office within twenty (20) work days of date of hire, the name and address of the newly hired employee.
2. After thirty (30) days from date of the employee's hire, the MSEA has first notified the Employer in writing that the employee is subject to the provisions of this Section and has elected not to become or remain a member of the Union and/or to tender the required service fee.
3. Within ten (10) work days from the date the Union so notifies the Employer, the Employer shall:
  - a. notify the employee of the provisions of this Agreement;
  - b. obtain the employee's response; and
  - c. notify the Union of the employee's response, or lack of response.
4. In the event the employee fails to become a member of the Union in good standing, renew membership or sign the "Authorization for Deduction of Representation

Service Fee" form after the above, the Union may request automatic deduction by notifying the Employer, with a copy to the employee, certified mail, return receipt requested.

5. Upon receipt of such written notice, the Employer shall, within five (5) week days, notify the employee, with a copy to the Union, that beginning the next pay period it will commence deduction of the service fee and tender same to the MSEA.

NOTE: For all employees returned to employment from indefinite or seasonal layoff, leave of absence or reinstatement within the same department/agency who had previously signed an authorization deduction card, the previous authorization deduction card shall remain in effect.

#### **D. Employer Notification.**

The Appointing Authority shall inform all future employees and employees returning from leave or layoff, upon their hire or return, and employees transferred into any MSEA Bargaining Unit, of the employee's obligations under this Article. The failure of the Appointing Authority to so inform shall not be defense to any employee who has failed to comply with the provisions of this Article.

#### **E. Reimbursement.**

The Employer agrees not to reimburse membership/representation fees to any employee without prior written notification to MSEA.

#### **F. Objections to Amount of Service Fee.**

A Service Fee payer shall have the right to object to the amount of the Service Fee and to obtain a reduction of the Service Fee to exclude all expenses not germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues.

The MSEA shall give every Service Fee payer financial information sufficient to determine how the Service Fee was calculated. A Service Fee payer may challenge the amount of the Service Fee by filing a written objection with the MSEA within 30 calendar days. The MSEA shall consolidate all objections and shall initiate arbitration under the "Rules for Impartial Determination of Union Fees" of the American Arbitration Association. The MSEA shall place in escrow any portion of the objector's Service Fee that is reasonably in dispute.